

E-Filed 5/22/06

NOT FOR CITATION
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

TCGIVEGA INFORMATION TECHNOLOGIES
PVT, LTD.,

Plaintiff,

v.

KARNA GLOBAL TECHNOLOGIES, INC., et al.,

Defendants.

Case Number C 05-05222 JF (HRL)

ORDER¹ GRANTING MOTION TO
WITHDRAW AS ATTORNEYS OF
RECORD

[re: docket no. 33]

On December 16, 2005, Plaintiff TCGIvega Information Technologies PVT, LTD. (“TCGIvega”) filed a complaint against Defendants Karna Global Technologies, Inc. (“Karna”), Kannan R. Ayyar (“Ayyar”), Jnana R. Dash, and Gregory D. Hawkins, alleging six claims for relief. TCGIvega alleges that Karna and Ayyar breached their contractual obligation to pay \$312,000 for services performed by TCGIvega. It is further alleged that Ayyar, a director and officer of Karna, commingled his personal funds with those of the corporation such that there was a unity of interest and ownership between Ayyar and Karna. On April 14, 2006, Murray & Murray, A Professional Corporation (“Murray”), filed a motion to withdraw as attorneys of

¹ This disposition is not designated for publication and may not be cited.

1 record for Karna and Ayyar. Defendants did not file any opposition to this motion, nor did they
2 appear at the May 19, 2006 hearing.

3 Counsel shall not withdraw from an action until relieved by order of the Court after
4 reasonable advance written notice has been given to the client and to all other parties who have
5 appeared in the case. Civil L.R. 11-5 (a). In the Northern District of California, the conduct of
6 counsel is governed by the standards of professional conduct required of members of the State
7 Bar of California, including the Rules of Professional Conduct of the State Bar of California.
8 *Elan Transdermal Limited v. Cygnus Therapeutic Systems*, 809 F. Supp. 1383, 1387 (N.D. Cal.
9 1992). Under those standards, an attorney may request permission to withdraw in matters where
10 the client's conduct renders it unreasonably difficult for the attorney to represent the client
11 effectively or breaches an agreement or obligation as to expenses or fees. Cal. Rules of
12 Professional Conduct Rules 3-700(C)(1)(d) and (f).

13 Murray moves to withdraw as attorneys of record on the grounds that Defendants'
14 conduct has made it unreasonably difficult for Murray to represent Defendants effectively and
15 that Defendants have breached their agreement to pay Murray's expenses and fees. The terms of
16 engagement between Murray and Ayyar require that Ayyar pay the monthly invoices for services
17 rendered by Murray. Jordan Decl., ¶ 2. The terms of engagement between Murray and Karna
18 require Karna to pay a \$5,000 retainer and to replenish the retainer whenever it is reduced to
19 under \$1,000. *Id.* However, despite repeated requests from Murray, Ayyar has not paid the
20 outstanding invoices and Karna has not paid the retainer. *Id.*, ¶¶ 3, 4. On April 11, 2006, Murray
21 advised Ayyar and Karna that it would withdraw as counsel if they continued to fail to pay the
22 outstanding fees. *Id.*, ¶ 5. At the time the instant motion was filed, Ayyar and Karna had not
23 paid the outstanding fees. *Id.* Because Murray has notified Ayyar, Karna, and opposing counsel
24 of its intent to withdraw, and Ayyar and Karna's have breached their obligation to pay Murray's
25 fees, this Court will grant Murray's motion to withdraw as attorneys of record for Ayyar and
26 Karna.

27 When withdrawal by an attorney is not accompanied by simultaneous appearance of
28 substitute counsel or agreement of the party to appear *pro se*, leave to withdraw may be subject to

1 the condition that papers may continue to be served on counsel for forwarding purposes, unless
2 and until the client appears by other counsel or *pro se*. Civil L.R. 11-5(b). Accordingly, the
3 Court will continue to serve papers on Murray until Karna appears by other counsel and Ayyar
4 appears by other counsel or *pro se*, or until the case is terminated. The Court will also serve
5 Ayyar and Karna directly.

6 Additionally, the Court will require Ayyar—and a representative of Karna, if other than
7 Ayyar—to appear in person at the next Case Management Conference, scheduled for July 7, 2006
8 at 10:30 a.m.

9 IT IS SO ORDERED.

10
11 DATED: May 22, 2006

12
13 
14 JEREMY FOGEL
United States District Judge

1 This Order has been served upon the following persons:

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